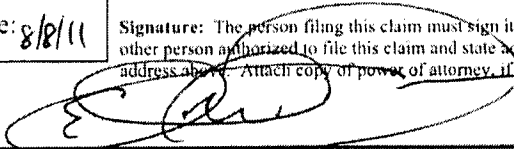


B 10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT		Southern District of Mississippi	PROOF OF CLAIM
Name of Debtor: Warehouse 86, LLC		Case Number: 08-03423-EE	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property):		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <u>5-1</u> (If known) Filed on: <u>11/17/2008</u>	
Name and address where notices should be sent: c/o James A. McCullough, II P.O. Drawer 119, Jackson, MS 30205 Telephone number: (601) 948-3101			
Name and address where payment should be sent (if different from above): Attn: Edwin W. Christensen 6350 S. 3000 East, Salt Lake City, UT 84121-5952 Telephone number:			
1. Amount of Claim as of Date Case Filed: \$ <u>558,880.23</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(4). Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)(). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
2. Basis for Claim: <u>Contract/Sale of Goods</u> (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim. if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
Date: <u>8/8/11</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <u>Attorney for Creditor</u>		FOR COURT USE ONLY	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



B 10 (Official Form 10) (12/07) – Cont.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION

In re: WAREHOUSE 86, LLC
DEBTOR

CASE NO. 08-03423-ee
CHAPTER 11

Addendum to Amended Proof of Claim

Overstock.com, a creditor of Debtor Warehouse 86, LLC ("Debtor") submits this addendum to its Amended Proof of Claim, and in support of its claim states as follows:

1. On November 10, 2006, Overstock.com and the Debtor entered into an agreement referred to as the Liquidation and Distribution Agreement (the "Agreement"). ("Exhibit A"). The Agreement provided, among other things, the terms by which the Debtor agreed to liquidate certain merchandise for Overstock.com. The Agreement further provided that the parties would split the net revenue derived from the sale of merchandise 60/40, with 60% going to Overstock.com and 40% going to the Debtor. The parties likewise agreed to split the expenses in the same proportions as revenues. The methods of calculating net revenues and expenses are identified in the Agreement.

2. The Agreement further provided that Overstock.com was to utilize a secure electronic data interface to obtain from the Debtor the net revenue calculations each month during the term of the Agreement. The practice of the parties was that Overstock.com would access the Debtor's secure data interface, retrieve the net revenue amount based upon information stated therein by the Debtor, charge the Debtor's credit card as authorized and prepare and submit an invoice to the Debtor.

3. Prior to the Petition Date, Overstock.com delivered merchandise to the Debtor for liquidation. The Debtor liquidated and received payment for certain merchandise for which, pursuant to the Agreement, Overstock.com was to be paid 60% of the liquidation price. Based upon information obtained by Overstock.com from the Debtor via the Debtor's secure electronic data interface, Overstock.com charged the Debtor's credit card as authorized and transmitted an invoice to the Debtor documenting its 60% portion of the net revenues.

4. As of the Petition Date, the Debtor is indebted to Overstock.com in the amount of \$558,880.23, for net revenues due to Overstock.com under the Agreement which were not paid in accordance with the parties' Agreement and practices. True and correct copies of invoices for such unpaid net revenues, determined based upon information provided by the Debtor via its secure electronic data interface, are attached as "Exhibit B."

Dated: August 8, 2011.



NAME

Assistant Treasurer

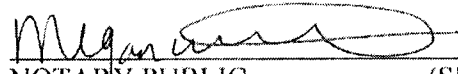
TITLE

Acknowledgement

STATE OF UTAH

COUNTY OF SALT LAKE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of August, 2011, within my jurisdiction, the within named Adam Castleton, who acknowledged that he is the Assistant Treasurer of OVERSTOCK.COM, INC. a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


NOTARY PUBLIC (SEAL)

My Commission Expires: 2/25/2012





3401 West Buckeye Road
Phoenix, Arizona 85009

November, 2006

This Liquidation and Distribution Agreement (the "Agreement") is entered into this 10th day of November, 2006 (the "Effective Date") by and between Overstock.com, Inc., a Delaware corporation, with its principal offices located at 6350 South 3000 East, Salt Lake City, Utah 84121 ("Overstock"), and Warehouse 86, LLC, an Arizona limited liability company, with its principal offices located at 6055 Primacy Parkway, Suite 115, Memphis, TN, 38119 ("W86").

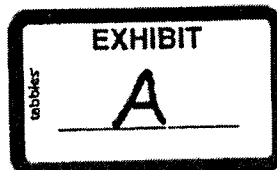
The purpose of this Agreement is to specify the terms for W86 liquidating merchandise for Overstock. W86 and Overstock agree that W86 will be the primary external liquidation agent for returns and selected Overstock merchandise scheduled by Overstock for liquidation as per the terms and conditions described herein. This Agreement does not preclude Overstock from liquidating merchandise through B2B transactions.

1. Schedule Of Work: W86 shall be responsible for the safekeeping and sale of all merchandise sent to W86 by Overstock. There will be three different types of merchandise:

- a. Type A: New factory sealed products that have not been used and are in complete and original condition. These items may include surplus stock, discontinued products, end-of life cycled goods, obsolete, shelf pulls / shelf sweeps or slow-mo (slow moving goods).
- b. Type B: Customer returns, scratch and dent, open box, units missing accessories or items that have been rejected by corporate RTV policies. Type B may also include internal corporate items, rather than consumer goods such as POS terminals, computers, fork lifts, company vehicles, copier machines, telco equipment, pallet racking, displays and etc.
- c. Type C: Salvage inventory including items that are guaranteed not to function in their intended capacity. These include items that do not power on, have been dropped/smashed, damaged furniture (or missing pieces) or items that have been reviewed by the tech department and can not be repaired or are missing accessories.

W86 will make best possible efforts to liquidate all merchandise in a quick and speedy fashion.

2. Term & Termination: The term of this Agreement shall be for three (3) years from the Effective Date of this Agreement (the "Term"). The Term of this Agreement may be extended by mutual agreement of the parties for an additional three (3) years. Overstock may cancel this Agreement with or without cause at any time by providing with a ninety (90) days prior written notice after the 24th month.



3. **Revenue Sharing:** W86 and Overstock shall split the net revenue derived from the sale of merchandise (60/40) with 60% going to Overstock and 40% to W86. Net revenue shall be calculated on a monthly basis as follows: total sales minus Expenses. Overstock's 60% of the net revenue generated from the sale of merchandise for each monthly period shall be paid to Overstock within 10 (ten) days from the close of business on the last day of the month. W86 authorizes Overstock to charge its company credit card for Overstock's 60% share of the net revenue subject to the totals identified in the secure online reporting tool as of the close of business on the last day of the month. This reporting tool will identify all auction related expenses and inbound freight charges will initially be available in an Excel file. A signed card authorization agreement will be placed on file with Overstock authorizing said charges. In the event monthly payments exceed one million dollars, a wire transfer will be made in place of charging the corporate credit card.

4. **Expenses:** W86 and Overstock agree to share all expenses in the same proportion as the "Revenue Sharing." Expenses shall include all auction fees (including listing fees and auction related credit card fees), and the actual cost of shipping the merchandise from Overstock to W86.

5. **Other Costs:** Overstock agrees to be solely responsible for all costs to pack the merchandise on pallets and load the merchandise into trucks and arrange for transportation to the W86 facility. W86 shall be solely responsible for all costs related to receiving, unloading, storage, physical listing, picking, packing, post auction customer service, and shipping of the merchandise to third-party customers.

6. **Local Facility:** W86 agrees to locate and lease or purchase a facility in the Salt Lake City area to receive and process Overstock merchandise.

7. **Liability:** Title to merchandise shall pass to W86 upon being pulled from storage for shipment to final customer; however risk of loss shall pass to W86 upon tender of the merchandise to W86.

8. **Insurance:** W86 shall carry contents insurance in an amount sufficient to reimburse Overstock for the retail value up to a maximum of \$1,000,000 for all merchandise being held at the W86 facility. Insurance coverage shall not be less than \$1,000,000. W86 shall secure a certificate naming Overstock as an additional insured. W86 shall produce sufficient evidence that it has acquired insurance as specified herein within a reasonable time after execution of this Agreement.

9. **Load Size:** Overstock shall use commercially reasonable efforts to ensure that the trailer loads containing merchandise are full before shipping so as to achieve the best shipping rates.

10. **Disputes:** In the event any dispute or controversy arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to arbitration in Salt Lake City, Utah, and for this purpose each party hereby expressly consents to such arbitration in such place. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their dispute or controversy within fifteen (15) days after written demand by one of the parties for arbitration, then the dispute or controversy shall be arbitrated by a single arbitrator, selected from a panel of three (3) arbitrators whose names are supplied by the American Arbitration Association and from which each party hereto may strike one (1) arbitrator. Utah

law shall apply, without application of conflicts of law principles. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in the state courts located in Salt Lake County, Utah (and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court). At the request of either party, arbitration proceedings shall be conducted confidentially. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in confidentiality, available for inspection only by either party and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in confidentiality. In all other respects, the arbitration shall be conducted pursuant to the Uniform Arbitration Act (the "Act") as adopted in the State of Utah and the then existing rules and regulations of the American Arbitration Association governing commercial transactions to the extent such rules and regulations are not inconsistent with such Act or this Agreement.

11. Electronic Data Interface: W86 has developed a secure electronic data interface for Overstock. W86 and Overstock agree to continue to work together to develop and share electronic information to facilitate the listing process including but not limited to: item title, item description, item weight, item picture, and item UPC.

12. Permission To Use Photographs and Descriptions: During the Term and subject to Overstock's contractual rights and reasonable ability to supply Photographs and Descriptions, Overstock agrees to provide W86 with access to and permission to use Overstock's photos and descriptions of items in the process of generating auctions for the sale of items. This permission is limited to items that W86 is processing for Overstock and said permission does not extend to items processed by W86 for other companies. Product descriptions and photographs may not be used in such a manner that either violates Overstock's contractual agreements with the providers of this property, or creates the impression that Overstock is the seller.

13. Sales Taxes: W86 shall be responsible for and shall collect and remit in accordance with applicable law any taxes due on the sale of merchandise conducted pursuant to this Agreement.

14. Relationship of the Parties: The parties to this Agreement are independent contractors. Neither party is an agent, or representative of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party. The transaction contemplated herein is that of consignor-consignee where Overstock is acting in the capacity as consignor and W86 is acting in the capacity as consignee. After the merchandise is tendered to W86, W86 shall act in the capacity as a bailee of goods.

15. Assignment: Neither party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other except such consent shall not be required if such assignment is due to an event of merger or the transfer or sale of a controlling interest in the assigning party's equity or a sale of all or substantially all of its assets, or in the event of a corporate reorganization. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

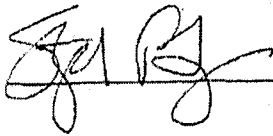
16. Indemnification: Each party shall defend, indemnify, save and hold harmless the other party and the officers, directors, successors, agents, affiliates, distributors, franchisees and employees of the other party from any and all actual or alleged third party claims, demands, liabilities, causes of action, damages, losses, costs and expenses, including, without limitation reasonable outside and in-house attorney fees ("**Liabilities**"), arising out of or in connection with: (i) either party's breach of any representation, warranty or covenant contained in this Agreement; (ii) any gross negligence or knowing and willful misconduct of the indemnifying party; and (iii) any claims alleging that the information, technology or intellectual property supplied by one party and utilized by the other party infringes on such third party's intellectual property rights.

17. Confidentiality: Both parties shall maintain the confidentiality of this Agreement and any other confidential information of the other party. W86 will not in any way reference or use the Overstock name, brands, trademarks, or service marks in the promotion or sale of the merchandise.

18. Contract Alteration: This Agreement constitutes the entire understanding of the parties. This Agreement cannot be modified or altered without the written consent of both parties.

This Agreement is entered into this 1st day of November, 2006:

Overstock.com, Inc.:

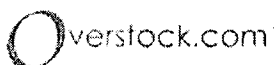
 STEPHEN P. TRION
 Agent Title
 SVP, LOGISTICS

14 November 2006
 Date

Warehouse86:


 Eric Ellertsen, CEO

11/22/06
 Date



6350 South 3000 East, Salt Lake City, Utah 84121
Phone: (801) 947-3100 Fax: (801) 947-3149

Bill To:
WAREHOUSE 86
P.O. BOX 16692
ATTN: AP DEPT
JACKSON MS 39236

Ship To:
WAREHOUSE 86
3401 W BUCKEYE RD
ATTN: A/P DEPT
PHOENIX AZ 85009

Type	Invoice
Number	15242
Date	30-APR-08
Customer#	B1044
PO#	
Sales Order#	

Payment Terms	Salesrep	Ship Date	Ship Via	Waybill#
PREPAY				

Line	Item Description	Qty Ordered	Qty Invoiced	Unit Price In USD	Extended Price In USD
1	APRIL 2008 LIQUIDATIONS SALES	1	1	155,887.98	155,887.98
2	SHIPPING APRIL 2008	1	1	580.00	580.00

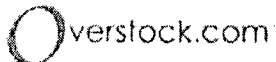
Freight	0.00
Tax	0.00
TOTAL in USD	156,467.98

Comments:

If you have any questions concerning this invoice, please contact Ben Hugie 801-947-3100 ext. 5492 (bhugie@overstock.com) for Co-op invoices or Mike Lange 801-947-3100 ext. 4377 (mlange@overstock.com) for Gift Card or B2B invoices.
We reserve the right to apply 1.5% interest to any outstanding balance overdue by more than the terms indicated on the invoice.

Thank you for shopping Overstock.com, your online source for brand-name merchandise at discount prices.





6350 South 3000 East, Salt Lake City, Utah 84121
Phone: (801) 947-3100 Fax: (801) 947-3149

Bill To:

WAREHOUSE 86
P.O. BOX 16692
ATTN: AP DEPT
JACKSON MS 39236

Ship To

WAREHOUSE 86
3401 W BUCKEYE RD
ATTN: A/P DEPT
PHOENIX AZ 85009

Type	Invoice
Number	15539
Date	31-MAY-08
Customer#	B1044
PO#	
Sales Order#	

Payment Terms	Salesrep	Ship Date	Ship Via	Waybill#
PREPAY				

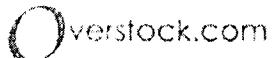
Line	Item Description	Qty Ordered	Qty Invoiced	Unit Price In USD	Extended Price In USD
1	MAY 2008 LIQUIDATION SALES	1	1	171,270.74	171,270.74
2	MAY 2008 SHIPPING	1	1	943.80	943.80

Freight	0.00
Tax	0.00
TOTAL in USD	172,214.54

Comments:

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We reserve the right to apply 1.5% interest to any outstanding balance overdue by more than the terms indicated on the invoice.

Thank you for shopping Overstock.com, your online source for brand-name merchandise at discount prices.



6350 South 3000 East, Salt Lake City, Utah 84121
Phone: (801) 947-3100 Fax: (801) 947-3149

Bill To:

WAREHOUSE 86
P.O. BOX 16692
ATTN: AP DEPT
JACKSON MS 39236

Ship To:

WAREHOUSE 86
3401 W BUCKEYE RD
ATTN: A/P DEPT
PHOENIX AZ 85009

Type	Invoice
Number	15867
Date	30-JUN-08
Customer#	B1044
PO#	
Sales Order#	

Payment Terms	Salesrep	Ship Date	Ship Via	Waybill#
PREPAY				

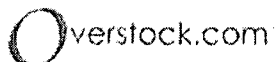
Line	Item Description	Qty Ordered	Qty Invoiced	Unit Price In USD	Extended Price In USD
1	JUNE 08 LIQUIDATION SALES	1	1	3,751.23	3,751.23

Freight	0.00
Tax	0.00
TOTAL in USD	3,751.23

Comments:

If you have any questions concerning this invoice, please contact Ben Hugie 801-947-3100 ext. 5492 (bhugie@overstock.com) for Co-op invoices or Mike Lange 801-947-3100 ext. 4377 (mlange@overstock.com) for Gift Card or B2B invoices.
We reserve the right to apply 1.5% interest to any outstanding balance overdue by more than the terms indicated on the invoice.

Thank you for shopping Overstock.com, your online source for brand-name merchandise at discount prices.



6350 South 3000 East, Salt Lake City, Utah 84121
Phone: (801) 947-3100 Fax: (801) 947-3149

Bill To:

WAREHOUSE 86
P.O. BOX 16692
ATTN: AP DEPT
JACKSON MS 39236

Ship To:

WAREHOUSE 86
3401 W BUCKEYE RD
ATTN: A/P DEPT
PHOENIX AZ 85009

Type	Invoice
Number	15806
Date	30-JUN-08
Customer#	B1044
PO#	
Sales Order#	

Payment Terms	Salestep	Ship Date	Ship Via	Waybill#
PREPAY				

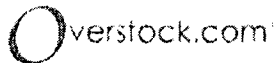
Line	Item Description	Qty Ordered	Qty Invoiced	Unit Price In USD	Extended Price In USD
1	JUNE 08 LIQUIDATION SALES	1	1	144,117.06	144,117.06

Freight	0.00
Tax	0.00
TOTAL in USD	144,117.06

Comments:

If you have any questions concerning this invoice, please contact Ben Hugie 801-947-3100 ext. 5492 (bhugie@overstock.com) for Co-op invoices or Mike Lange 801-947-3100 ext. 4377 (mlange@overstock.com) for Gift Card or B2B invoices. We reserve the right to apply 1.5% interest to any outstanding balance overdue by more than the terms indicated on the invoice.

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6350 South 3000 East, Salt Lake City, Utah 84121
Phone: (801) 947-3100 Fax: (801) 947-3149

Bill To:
WAREHOUSE 86
P.O. BOX 16692
ATTN: AP DEPT
JACKSON MS 39236

Ship To:
WAREHOUSE 86
3401 W BUCKEYE RD
ATTN: A/P DEPT
PHOENIX AZ 85009

Type	Invoice
Number	16009
Date	16-JUL-08
Customer#	B1044
PO#	
Sales Order#	

Payment Terms	Salesrep	Ship Date	Ship Via	Waybill#
PRI:PAY				

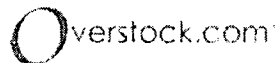
Line	Item Description	Qty Ordered	Qty Invoiced	Unit Price In USD	Extended Price In USD
1	JUNE 08 SHIPPING COSTS - 9 LOADS	1	1	326.70	326.70

Freight	0.00
Tax	0.00
TOTAL in USD	326.70

Comments:

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WAREHOUSE 86
3401 W BUCKEYE RD
ATTN: A/P DEPT
PHOENIX AZ 85009

Type	Invoice
Number	16227
Date	31-JUL-08
Customer#	B1044
PQ#	
Sales Order#	

Payment Terms	Salesrep	Ship Date	Ship Via	Waybill#
PREPAY				

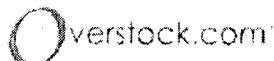
Line	Item Description	Qty Ordered	Qty Invoiced	Unit Price In USD	Extended Price In USD
1	LIQUIDATION SALES: JULY 1, 2008 - JULY 31, 2008	1	1	69,100.64	69,100.64

Freight	0.00
Tax	0.00
TOTAL in USD	69,100.64

Comments:

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WAREHOUSE 86
P.O. BOX 16692
ATTN: AP DEPT
JACKSON MS 39236

Ship To:
WAREHOUSE 86
3401 W BUCKEYE RD
ATTN: A/P DEPT
PHOENIX AZ 85009

Type	Invoice
Number	16582
Date	31-AUG-08
Customer#	B1044
PO#	
Sales Order#	

Payment Terms	Salesrep	Ship Date	Ship Via	Waybill#
PREPAY				

Line	Item Description	Qty Ordered	Qty Invoiced	Unit Price In USD	Extended Price In USD
1	LIQUIDATION SALES AUGUST 2008	1	1	12,902.08	12,902.08

Freight	0.00
Tax	0.00
TOTAL in USD	12,902.08

Comments:

If you have any questions concerning this invoice, please contact Ben Hugie 801-947-3100 ext. 5492 (bhugie@overstock.com) for Co-op invoices or Mike Lange 801-947-3100 ext. 4377 (mlange@overstock.com) for Gift Card or B2B invoices. We reserve the right to apply 1.5% interest to any outstanding balance overdue by more than the terms indicated on the invoice.

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